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2-1.01 Contents of Proposal Forms. - Prospective bidders will be furnished with proposal forms which will state the location and description of the contemplated construction and may show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, with a schedule of items for which bid prices are asked. All special provisions will be grouped together and attached to the proposal form.

2-1.02 Approximate Estimate. - The quantities when given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer. The bidder shall verify the actual quantities necessary for the work.

Where the City has prepared an engineer's estimate for the cost of the work, such estimate is made only for the purpose of comparison, study and design by City. Such estimate is not a part of the contract and is provided solely for the convenience of the bidder or contractor to use or not as the bidder or Contractor shall deem appropriate. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the estimate thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either express or implied, that the estimate or records thereof are accurate representations of the actual cost of construction.

2-1.03 Examination of Plans, Specifications, Contract, and Site of Work. - The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract.

Where the City has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or Contractors may, upon written request, inspect the records of the City as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Department.

The records of such investigations are not a part of the contract and are shown solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty either express or implied, that the conditions indicated by such investigations or records thereof are representative of those

existing throughout such areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

When a log of test borings or other record of geotechnical data obtained by the City's investigation of subsurface conditions is included with the contract plans, it is expressly understood and agreed that said record does not constitute a part of the contract, represents only the opinion of the City as to the character of the materials or the conditions encountered by it in its investigations at the precise place indicated and the time of year such investigation(s) was made, and is included in the plans only for the convenience of bidders and its use is subject to all of the conditions and limitations set forth in this Section 2-1.03.

In some instances, the information from such site investigations considered by the Department to be of possible interest to bidders or contractors has been compiled as "Materials Information." Said "Materials Information" is not a part of the contract and is furnished solely for the convenience of bidders or contractors. It is understood and agreed that the fact that the Department has compiled the information from such investigations as "Materials Information" and has exhibited or furnished to the bidders or contractors such "Materials Information" shall not be construed as a warranty or guaranty, express or implied, as to the completeness or accuracy of such compilations and the use of such "Materials Information" shall be subject to any of the conditions and limitations set forth in this Section 2-1.03 and Section 6-2, "Local Materials."

When contour maps were used in the design of the project, the bidders may inspect such maps, and if available, they may obtain copies for their use.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and a bidder or contractor is cautioned to make such independent investigation and examination as they deem necessary to satisfy themselves as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

No information derived from such inspection of records of investigations or compilation thereof will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the contract.

2-1.04 Mass Diagram. - If a mass diagram has been prepared for a project, it will be available to the bidders upon the following conditions:

The swell or shrinkage of excavated material and the direction and quantities of haul or overhaul as shown on said mass diagram are for the purpose of design only, and in like manner as provided in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," concerning furnishing information resulting from subsurface investigations, the City assumes no responsibility whatever in the interpretation or exactness of any of the information shown on said mass diagram, and does not, either expressly or impliedly, make any guaranty of the same.

2-1.05 Proposal Forms. - The City will furnish to each bidder a standard proposal form, which, when filled out and executed shall be submitted as their bid. Bids not presented on forms so furnished may, in the City's sole discretion, be deemed nonresponsive and rejected on that basis.

On all bid items for which bids are to be received on a unit price basis, the unit price for all items bid shall be shown, as well as the extended price (unit price multiplied by the number of units shown on the proposal form) for each bid item bid. In the case of any discrepancy between the extended price for any bid item bid, the unit price multiplied by the number of units shall prevail. In the event of any discrepancy between the total contract amount and the sum of the extended prices of all items, the sum of the extended prices of all items shall prevail.

The proposal form is bound in a book together with the Notice to Contractors, special provisions, and contract. The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided and shall be signed by the bidder, who shall fill out all blanks in the proposal form as therein required.

The bidder shall also fill out all blanks in the proposal forms for any alternative to the project proposed by the City; failure to do so may, in the City's sole discretion, result in the proposal being considered nonresponsive and rejected on that basis.

All proposal forms may also be obtained from the Engineer's office in San Jose, California, unless otherwise noted in the Notice to Contractors. No proposals submitted by facsimile (FAX) or any other electronic means will be accepted.

The proposal shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded at the sole discretion of City.

2-1.06 Rejection of Proposals. - The City, in its sole discretion, may reject any or all bids or proposals presented. Proposals may be rejected if (among other things) they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind, or a disproportionate amount of payment being made on any item of work during any phase of the project, or fail to provide a price on all bid items, including all alternates or proposals submitted which are not in strict compliance with the directions in the Notice to Contractors. The City may, in its sole discretion, waive any informalities or minor irregularities in the bid or proposal.

Proposals not submitted in strict compliance with the directions in the Notice to Contractors may, in City's sole discretion, be deemed non-responsive and rejected on that basis.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a co-partnership, a "Power of Attorney" must be on file with the City Clerk prior to opening bids or shall be submitted with the proposal; otherwise, the proposal may be rejected at the City's sole discretion as irregular and unauthorized.

Proof of the authority of the person or persons signing on behalf of the bidder shall be provided to City upon request after the bid opening.

2-1.07 Proposal Guaranty. - All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

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Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary.

The security shall be in an amount equal to at least 10 percent of the total amount bid including all alternates. A bid will not be considered unless one of the specified forms of bidder's security is enclosed with it.

A bidder's bond shall conform to the bond form included in the book entitled "Special Provisions, Notice to Contractors, Proposal, and Contract" for the project and shall be properly filled out and executed. The form of bidder's bond included in the said book must be used. Upon request "Bidder's Bond" forms may be obtained from the City.

2-1.08 Withdrawal of Proposals. - Any proposal may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the Notice to Contractors, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the Notice to Contractors for the opening of bids.

2-1.09 Public Opening of Proposals. - Proposals will be opened and read publicly at the time and place indicated in the "Notice to Contractors." Bidders or their authorized agents are invited to be present.

2-1.095 Relief of Bidders. - After the time set for the opening of bids, a bidder shall not be relieved of their bid unless by consent of the City nor shall any change be made in the bid because of mistake. However, if no relief is granted and the bid guarantee declared forfeit, the bidder may bring an action against the City in a court of competent jurisdiction in Santa Clara County for the recovery of the amount forfeited, without interest or costs.

The complaint shall be filed, and summons served on the Director of Public Works of the City of San Jose, within 90 days after the opening of the bid; otherwise, the action shall be dismissed.

To be relieved of its bid without forfeiture of its bid security the bidder shall establish to the satisfaction of the City, determined in its sole and absolute discretion, that:

- (1) A mistake was made.
- (2) The Contractor gave the City written notice within five working days after the opening of the bids of the mistake, specifying in detail in the notice how the mistake occurred.
- (3) The mistake made the bid materially different than the Contractor intended it to be.
- (4) The mistake was made in filling out the bid and not due to an error in judgment or to carelessness by the Contractor in inspecting the site of the work, or in reading the plans or specifications.

Other than the above described notice to the City, no claim is required to be filed by the bidder before bringing a legal action against the City under this Section to recover a forfeited bid guarantee.

A bidder who claims a mistake and who forfeits its bid guarantee shall be prohibited from participating in further bidding on the project on which the mistake was claimed and security forfeited. However, a bidder who is relieved of its bid without forfeiture of its bid guarantee may bid again on the project if it is put out for rebid.

2-1.10 Disqualification of Bidders. - Any one or more of the following causes may, at City's sole discretion, be considered as sufficient for the disqualification of bidder and the rejection of their bid or bids:

1. The bidder has been barred from bidding on City projects under the provisions of the San Jose Municipal Code, Section 14.4.600 et seq.
2. More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names is received, all such proposals will not be considered.
3. Evidence of collusion among bidders.
4. Lack of competency as revealed by any financial statement, as may be required by the special provisions, or by experience or plant and equipment statements submitted.
5. Lack of responsibility as shown by past work on any Public Works project for any public entity judged from the standpoint of workmanship and progress.
6. Incomplete work on any Public Works project for any public entity which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
7. Being in arrears on any existing Public Works contract for any public entity, in litigation with the City, or having defaulted on a previous contract with any public entity.
8. Failure of the bidder to have a valid Contractor's license in the class specified in the Notice to Contractors at the time of bid opening, except as provided for projects where federal funds are involved as specified in Section 7-1.01.
9. Failure of the bidder to provide prices for all items in the proposal, including alternatives, or submitting an incomplete or otherwise non-responsive proposal.
10. Any other ground which the Engineer determines, in the Engineer's sole discretion, significantly impairs the ability of the Contractor to perform on a City project.

2-1.108 Compliance with Orders of the National Labor Relations Board. - Pursuant to Public Contract Code Section 10232, the contractor shall swear by a statement, under penalty of perjury, that no more than one final,

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unappealable finding on contempt of court by a federal court has been issued against the contractor within the immediately preceding 2-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. For purpose of said Section 10232, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the Contractor has complied with the order which was the basis for the finding. The City may rescind any contract in which the contractor falsely swears to the truth of the statement required by said Section 10232.

The statement required by said Section 10232 is on the page preceding the signature page of the proposal.

2-1.11 Debarment of Bidders. - All bidders are hereby advised that the City has an ordinance in place which precludes certain contractors, subcontractors and suppliers from performing work or providing material or services on City projects. Within 5 days of the date set for the opening of bids, each bidder is responsible for contacting the City to determine which contractors, subcontractors and suppliers have been barred from City projects. A bidder may not submit a bid on any City project which contemplates the use of such contractors, subcontractors or suppliers. The listing of such contractors, subcontractors or suppliers on the bid proposal by any bidder will, at the City's sole option, be grounds for rejecting the bid as nonresponsive.

If after commencement of the work of improvement the City becomes aware that the Contractor to whom the contract has been awarded is using a contractor, subcontractor or supplier who was barred from performing work or providing materials or services on City projects at the time of bid, the City may, in its sole discretion, terminate the contract for cause as provided for elsewhere in these Specifications.

2-1.12 Material Guaranty. - The successful bidder may be required to furnish a written guaranty covering certain items of work for varying periods of time from the date of acceptance of the contract. The work to be guaranteed, the form, and the time limit of the guaranty will be specified in the special provisions or as specified in Section 7-1.23, "Final Guarantee". Said guaranty shall be signed and delivered to the Engineer before acceptance of the contract. Upon completion of the contract the amounts of the 2 contract bonds required in Section 3-1.02, "Contract Bonds," may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guaranty period. The payment bond shall not be reduced until the expiration of the time required by Section 3249 of the Civil Code.

2-1.13 Qualification of Bidders. - Each bidder may be required to furnish the City with satisfactory evidence of their competency to perform the work contemplated. The City reserves the right to reject a bidder as not responsible, if the bidder has not submitted a statement of their qualifications, or experience on or before the date of the opening of the proposals.

Each bidder may be required to furnish a statement covering experience on similar work, a list of machinery, plant, other equipment available for the proposed work on or before the date of the opening of the proposals. Bidder shall provide the City with all documents reasonably necessary to perform such

investigation within a reasonable time after a request by the City that the bidders do so. The City reserves the right to make an investigation of information submitted.

The bidder shall also submit a statement relating to their experience in performing construction work similar to that for which the proposal is offered. The bidder shall also file with the City a statement relating to the amount and condition of the equipment as often as may be required by the City. Both the experience and equipment statements referred to shall be submitted in a manner acceptable to the City.

It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience and ability and that the bidder has sufficient capital, facilities and plant to enable them to prosecute the work successfully and promptly, and to complete the work within the time specified in the plans and contract.

To determine the degree of responsibility to be credited to a bidder, the City will weigh any evidence that the bidder or personnel guaranteed to be employed by the bidder in responsible charge of the work has or has not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

2-1.14 Addenda and Interpretations. - Written addenda by way of clarifications, amendments, changes or additions to the Contract Documents including a change to the proposed opening time, date or place may be issued by the City before the opening of proposals. Addenda will be mailed by certified mail with return receipt requested or telephone facsimile (FAX) transmitted to all prospective bidders prior to the opening of bids. Failure of any bidder to receive any addenda shall not relieve the bidder from any obligations imposed by the addenda. All addenda issued shall become part of the contract and the price therefore, set forth in the proposal. The bidder's failure to sign and submit any or all addenda with the bid shall be a cause for rejection of the bid.

Every request for interpretation should be in writing addressed to the Director of Public Works at 801 North First Street, San Jose, CA 95110, and to be given consideration, must be received at least 5 days prior to the date fixed for the opening of bids. Any and all interpretations will be in the form of writing which, if issued, will be mailed by certified mail with return receipt requested or transmitted by telephone facsimile (FAX) to all prospective bidders prior to the opening of bids. Failure of any bidder to receive any interpretation shall not relieve the bidder from any obligation under their bid as submitted and the bidder shall be required to perform the work as modified by the interpretation. All interpretations issued, shall become part of the contract.

No oral interpretation of the meaning of the plans, specifications or other documents will be made. If any such oral interpretation is made, it shall not be considered by the bidder in preparing its proposal.

2-1.15 Subcontracting Requirements. - Subcontracting requirements are as follows, and as may be contained in the Special Provisions:

2-1.15A Designation of Subcontractors. - Each bidder shall in their proposal set forth:

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1. The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of 1/2 of one percent of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of 1/2 of one percent of the Contractor's total bid or \$10,000, whichever is greater.
2. The portion of the work which will be done by each subcontractor.
3. The Contractor shall list only one subcontractor for each portion of the work as defined by the Contractor in their proposal.
4. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of 1/2 of one percent of the Contractor's total proposal, the Contractor agrees that it is fully qualified to perform that portion itself, and that the Contractor shall perform that portion of the work.
5. If after award of the contract, the Contractor subcontracts, without obtaining the consent of the City as provided herein, any such portion of the work, the Contractor shall be subject to the penalties set forth in Section 2.1.15G below.

Circumvention by a Contractor of the requirements of this Section by the device of listing a subcontractor who will in turn sublet portions constituting the majority of the work covered by the contract, shall be considered a violation of this Section and shall subject that Contractor to the penalties set forth in Section 2.1.15G below.

2-1.15B Substitution of Subcontractors. - No contractor whose bid is accepted shall:

1. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except where the City, or its duly authorized officer, may, except as otherwise provided, have consented to the substitution of another person as a subcontractor in any of the following situations:
 - (a) When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract, based upon the

- general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the Contractor.
- (b) When the listed subcontractor becomes bankrupt or insolvent.
 - (c) When the listed subcontractor fails or refuses to perform its subcontract.
 - (d) When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 2-1.15D, below.
 - (e) When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 2-1.15C, below, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - (f) When the listed subcontractor is not licensed at the time of bid pursuant to the Contractors License Law on non-federally funded projects or at the time of award on federally funded projects.
 - (g) When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

Prior to approval of the Contractor's request for a substitution of subcontractor, the City shall give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have 5 working days within which to submit written objections to the substitution to the City. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City shall give notice in writing of at least 5 working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

2. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the subcontractor listed in the original bid, without the consent of the City.

3. Other than in the performance of change orders causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of 1/2 of one percent of the prime contractor's total bid as to which the Contractor's original bid did not designate a subcontractor.

2-1.15C Claims of Inadvertent Clerical Error in Listing of Subcontractor. - The Contractor as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor shall within 2 working days after the time of the bid opening by the City give written notice to the City and copies of that notice to both the subcontractor the Contractor claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to bid opening.

Any listed subcontractor who has been notified by the Contractor in accordance with this section as to an inadvertent clerical error shall be allowed 6 working days from the time of the bid opening within which to submit to the City and to the Contractor written objections to the Contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the 6 working days shall be primary evidence of the listed subcontractor's agreement that an inadvertent clerical error was made.

The City shall, after a hearing and in the absence of compelling reason to the contrary, consent to the substitution of the intended subcontractor if:

1. The Contractor, the subcontractor listed in error, and the intended subcontractor each submit a declaration or affidavit to the City, along with such additional evidence as the parties may wish to submit, that an inadvertent clerical error was in fact made, provided that the declarations or affidavits from each of the 3 parties are filed within 8 working days from the time of the bid opening, or
2. The declarations or affidavits are filed by both the Contractor and the intended subcontractor within the specified time but the subcontractor whom the Contractor claims to have listed in error does not submit within 6 working days, to the City and to the Contractor, written objections to the Contractor's claim of inadvertent clerical error as provided for in this section, or
3. The declarations or affidavits are filed by both the Contractor and the intended subcontractor but the listed subcontractor has, within 6 working days from the time of the bid opening, submitted to the City and to the Contractor written objections to the Contractor's claim of inadvertent clerical error, the City shall investigate the claims of the parties and shall hold a hearing to determine the validity of those claims.

2-1.15D Subcontractors Bonding Requirements. - It shall be the responsibility of each subcontractor submitting bids to a Contractor to be prepared

to submit a faithful performance and payment bond or bonds if so requested by the Contractor.

Prior to bid opening, in the event any subcontractor submitting a bid to the Contractor does not, upon the request of the Contractor and, except as provided below, at the expense of the Contractor at the established charge or premium therefor, furnish to the Contractor a bond or bonds issued by an admitted surety wherein the Contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the Contractor may reject the bid and make a substitution of another subcontractor.

The bond or bonds may be required at the expense of the subcontractor only if the Contractor in its written or published request for subbids (1) specified that the expense for the bond or bonds shall be borne by the subcontractor and (2) clearly specifies the amount and requirements of the bond or bonds.

2-1.15E Subcontracting Where No Subcontractor Listed. - Subletting or subcontracting of any portion of the work in excess of 1/2 of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity demonstrated by the Contractor to the satisfaction of the City or upon a finding by the City that it is in the best interest of the City to allow such substitution. The burden shall be upon the Contractor to prove by compelling evidence the benefit to be derived by the City by allowing such a substitution.

2-1.15F (Blank)

2-1.15G Violations of Subcontractor Requirements. - A contractor violating any of the provisions set forth in Sections 2-1.15A through 2-1.15F is in breach of its contract and the City may exercise the option, in its sole and absolute direction, of (1) canceling the contract or (2) assessing the Contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the contract was awarded. In any proceedings under this section the Contractor shall be entitled to a public hearing and to 5 days notice of the time and place thereof.

The failure on the part of a Contractor to comply with any provision of Sections 2-1.15A through 2-1.15F shall not constitute a defense to the Contractor in any action brought against the Contractor by a subcontractor.

Nothing in this Section shall limit or diminish any rights or remedies, either legal or equitable, which:

1. An original or substituted subcontractor may have against the Contractor, its successors or assigns.
2. The state or any county, city, body politic, or public agency may have against the Contractor, its successors or assigns, including the right to take over and complete the contract.

2-1.15H Definitions. - As used in Sections 2-1.15A through 2-1.15G, inclusive, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the

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California Business and Professions Code, who contracts directly with the Contractor.

"Contractor" shall mean the Contractor who contracts directly with the City.

2-1.16 Filing of Proposals. - All proposals must be filed with the Clerk and Ex-officio Clerk of the City Council, in his or her office in City Hall, on or before the time specified in the Notice to Contractors for opening the proposals.

END OF SECTION